HASSAN DISTRICT.

SALE OF TIMBER.

Notification dated 22nd February 1930.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depots, by the District Forest Officer, Hassan Division, or any other Gazetted Officer deputed by him for the purpose (from 2 P.M. to 6 P.M.) on the date noted against it :—

Sl. No.	Name of depot	Description of timber	Quantity	Date and place of sale	Remarks
			C.ft.		
1	Hassan ...	(1) Honne logs ...	400	28th March 1930, Hassan Sandal Koti.	More or less.
		(2) Surahonne Sawn ...	300		
		(3) Nandi Sawn rafters.	300		
		(4) Teak poles „ ...	200		

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 25 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In case of re-sales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank, as security deposit.

7. The full value of all timber purchased shall be paid for within eight days after the date of the notice of confirmation of the sale. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

2. [illegible] to be removed by the purch[illegible] has been paid for [illegible] which the timber is [illegible] to him at the time of [illegible] deposit paid for the lot at the [illegible] of the sale; and no timb[illegible] ved from the Depot unless a permit [illegible] from the Forest Officer [illegible]. The earnest money will not be adjusted towar[illegible] the value of [illegible] money [illegible] over and [illegible] security [illegible] has [illegible]

[illegible] should [illegible] removed as early as [illegible] should it [illegible] than 50 days after [illegible] dates fixed [illegible] Timber [illegible] will remain in the Depot at [illegible] from the [illegible] the sale.

[illegible] not removed within [illegible] allowed, the same may, after ten [illegible] be sold in public [illegible] and the proceeds will be given to the [illegible] the expenses in [illegible] with the resale.

[illegible] 200 [illegible] remain [illegible] security for the [illegible] fulfilment of all and [illegible] for the breach [illegible] by the purch[illegible] the District [illegible] to forfeit the [illegible] or [illegible] part [illegible] the event of [illegible] shall be [illegible] made good by the [illegible] chaser so long [illegible] closed. The [illegible] the [illegible] thereof if any, [illegible] chaser [illegible] the [illegible] paid for [illegible]

Ma[illegible]
District Forest Officer.

BHADRAVATI [illegible] VISION

[illegible] Notification [illegible] February [illegible] 930.

[illegible] received at the [illegible] of the District Forest [illegible], Bhadravati Division, [illegible] on the [illegible] for the [illegible] and removal of [illegible] the [illegible] State Forests [illegible] for the [illegible]

[illegible]	Name of range	Name of [illegible]	[illegible]	Small bamboos	Remarks
[illegible]	[illegible] District	[illegible] Area	[illegible]	10,0[illegible]	[illegible]
2	[illegible] Shimog[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		[illegible]	[illegible]	20,[illegible]	[illegible]

N.B.—It should be clearly under[illegible] that the [illegible] ange-ment [illegible] of [illegible], etc.

2. The tender [illegible] be [illegible] tender for the [illegible] of bamboos [illegible] should be per [illegible] thousand written distinct[illegible] in figures.

[illegible] should [illegible] accompanied with the [illegible] cent [illegible] currency [illegible] be returned [illegible]

[illegible] of tender rests [illegible] Conservator [illegible] Forest [illegible] Officer [illegible] reserves [illegible] the power of [illegible] tender [illegible]

5. Within fifteen [illegible] of the [illegible] ance of the tender, the [illegible] tage [illegible] the local [illegible] at [illegible] District [illegible] in the case of Kad[illegible] at [illegible] (per [illegible]) [illegible] amount and also [illegible] a sum of Rs. [illegible] or 25 per cent [illegible] security towards [illegible] fulfilment of [illegible] of the [illegible] of proper [illegible] amount already paid will be for-[illegible] departmentally at the risk of the [illegible] liable for the [illegible] such resale or departmental [illegible] recoverable from [illegible] Revenue but he shall not [illegible] The security [illegible] may remain over [illegible] liable to the [illegible] under the [illegible] the [illegible]

Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date before resale.

The following are the further conditions to which the contractor should bind himself.—

CONDITIONS.

(a) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(b) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(c) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(d) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(e) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1930.

(f) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at tender rates.

(g) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(h) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(i) That he or his men shall not enter the forest after sunset and before sunrise.

(j) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(k) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(l) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.

GOVERNMENT GARDENS DEPARTMENT, LAL-BAGH, BANGALORE.

IMPORTATION OF FRUIT PLANTS FROM AUSTRALIA.

Dated 24th February 1930.

1. Arrangements will be made by the Department to import fruit plants from Australia. Those who desire to order for plants are requested to apply to the undersigned before the 15th of March 1930.

The list of plants usually imported may be had on application.

2. This office will not be responsible for the condition of plants or for their results, though every possible care is taken to import reliable plants.

3 The plants are expected to arrive in the month of July or August 1930.

4. The full value of the plants required, together with 50 per cent of the cost of plants towards freight, duty, etc., should accompany the order for plants. The final bill including all costs will be sent after the actual charges are ascertained.

5. The name and address, as also the Railway Station to which the consignment has to be sent, should be clearly stated.

6. Any other information required can be had from this office.

H. C. JAVARAYA,
Superintendent.